It is well settled that a letter-press reproduction of a writing is not a duplicate original and cannot be offered in evidence without accounting for the original. *Foot* v. *Bentley*, 44 N. Y. 166. See 1 ELLIOTT, EVIDENCE, § 208. But reproductions made by a printing-press have been held to be duplicate originals; and each of such documents has been regarded as primany evidence of the contents of any other. *Rex* v. *Watson*, 2 Stark. 116, 129. Where the question has arisen, courts have generally taken the view that a carbon copy of an ordinary communication is a duplicate original and may be introduced without explaining the non-production of the other original. *Hubbard* v. *Russell*, 24 Barb. (N. Y.) 404; *International Harvester Co.* v. *Elfstrom*, 101 Minn. 263, 112 N. W. 252; *Cole* v. *Elwood Power Co.*, 216 Pa. St. 283, 65 Atl. 678. *Contra*, *State* v. *Teasdale*, 120 Mo. App. 692, 97 S. W. 995. It is submitted that whether documents are duplicate originals or not should depend, not on the mechanism by which they are produced, but on the effect intended to be given to the different documents by the parties. See *Cleveland, etc. R. Co.* v. *Perkins*, 17 Mich. 296. Although a carbon copy is made simultaneously with the typewritten letter, there is but *one* original, — that which is mailed and is intended as the written communication between the parties. See *Andrews* v. *Wirral Rural Council*, [1916] 1 K. B. 863, 872. And it would seem that this is true even though the document sent has no particular legal significance in itself. See *contra*, 19 HARV. L. REV. 123.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — APPLICATION TO AUTOMATIC COUPLER ON SINGLE ELECTRIC CAR. — Section two of the Safety Appliance Act forbids any interstate common carrier to "permit to be . . . used on its line any car not equipped with couplers . . . which can be uncoupled without the necessity of men going between the ends of the cars." An interurban interstate electric railway operated single cars without automatic couplers of the kind required. The United States sues for the penalties provided. *Held*, that it may not recover the penalties. *International Ry. Co.* v. *United States*, 238 Fed. 317.

The purpose of the Act was to keep men from going between cars that were being coupled. Although penal in form, the Act has been held to be chiefly remedial; and, as such, it has been liberally construed so as to accomplish its purpose. See *Johnson* v. *Southern Pacific Ry. Co.*, 196 U. S. 1, 17. Congress by amendment, and the courts by construction, have combined in requiring couplers wherever and only where danger might be incurred. See *Pennell* v. *Philadelphia & Reading Ry. Co.*, 231 U. S. 675, 679; *United States* v. *Chicago, etc. Ry. Co.*, 149 Fed. 486, 488. Thus, the word "car" in section two includes locomotives. 32 STAT. AT L. 943, § 1; *Johnson* v. *Southern Pacific Ry. Co.*, 196 U. S. 1. But the courts have held that this does not usually include the front end of the locomotive. *Wabash R. Co.* v. *United States*, 172 Fed. 864. See *Campbell* v. *Spokane, etc. R. Co.*, 188 Fed. 516, 518. However, if the front end is used for shunting, it must be properly equipped. *Chicago, etc. Ry. Co.* v. *United States*, 196 Fed. 882. Likewise, "car" includes tenders. 32 STAT. AT L. 943, § 1; *Philadelphia & Reading Ry. Co.* v. *Winkler*, 4 Pennewill (Del.) 387, 56 Atl. 112. But the courts have held that the end of the tender coupled to the locomotive is not included. *Pennell* v. *Philadelphia & Reading Ry. Co.*, 231 U. S. 675. Safety does not require the coupling on cars which are run singly. Therefore, the decision in the principal case seems clearly right.

INTERSTATE COMMERCE — DEMURRAGE — UNIFORM DEMURRAGE CODE — PUBLIC AND PRIVATE TRACKS — DUE PROCESS. — The defendant, Swift & Co., occupied under a license from the plaintiff, the Hocking Valley Railway Co., a siding appurtenant to the Swift warehouse. The Uniform Demurrage Code provides for imposing a charge on all privately owned cars detained under lading longer than the forty-eight-hour free period, whether on private or car-

rier's tracks. Swift & Co. held their own cars under lading on this siding over forty-eight hours, and refused to pay the demurrage charge. This action was brought by the railway company to recover these charges. *Held*, that the plaintiff recover. *Swift & Co.* v. *Hocking Valley Ry. Co.*, U. S. Sup. Ct., Oct. Term, 1916, No. 376.

For a discussion of the case, see NOTES, p. 756.

LANDLORD AND TENANT — SURRENDER BY OPERATION OF LAW — WHETHER TENANT CAN RECOVER AN EXCESS OVER RENT RESERVED RECEIVED BY LANDLORD. — A clause in a lease provided that, if the premises should become vacant, the lessor was authorized to enter, re-rent the land, and apply the proceeds to the rent due from the lessee. The lessee vacated the premises and stopped paying rent. He offered to surrender to the lessor; but the latter would not accept. The lessor leased the premises for a greater amount than the original rent. The lessee seeks to recover the excess. *Held*, that he may not recover. *Whitcomb* v. *Brant*, N. J. Ct. Err. & App. (not yet reported).

A surrender of an estate puts an end to the tenant's liability on the lease, unless by an express contract the tenant has made himself liable. *Richardson* v. *Gordon*, 188 Mass. 279, 74 N. E. 344. See 1 TIFFANY, LANDLORD AND TENANT, 1179. Where the consent of both landlord and tenant cannot be implied there can be no surrender by operation of law. *Auer* v. *Penn*, 99 Pa. St. 370; *Brown* v. *Cairns*, 63 Kan. 584, 66 Pac. 639. But the court in the principal case conceives that the abandonment of the premises and failure to pay rent terminated the privity of estate, and that the lessee, being in default, cannot recover in quasi-contract. But privity of estate is not terminated merely by breach of covenant; in fact, the landlord has no power thereupon to evict a tenant unless a provision giving him such a right is inserted in the lease. *Vanatta* v. *Brewer*, 32 N. J. Eq. 268; *De Lancey* v. *Ganong*, 9 N. Y. 9. In the principal case the landlord expressly refused to exercise such a right. It must appear, therefore, that the lessee is still owner of the leasehold estate, and that the lessor, having collected the proceeds under an authorization by the lessee, is bound to account to him for them. 2 TIFFANY, LANDLORD AND TENANT, 1341.

LEGACIES AND DEVISES — PAYMENT — INTEREST BY WAY OF MAINTENANCE. — A widow bequeathed her leasehold residence to her daughter, contingent, however, upon the daughter's marrying or reaching twenty-one. At the death of the testatrix the daughter was an infant. She had not been receiving support from her mother. The question arises to whom the rents and profits of the residence belong until the daughter attains twenty-one or marries. *Held*, that the residuary legatees are entitled as against the daughter. *In re Eyre*, 142 L. T. 280.

A general legacy, contingent or vested, payable at a future date carries interest, not from the death of the testator but only from the time it is payable. *Heath* v. *Perry*, 3 Atk. 101. On the other hand, a specific legacy, if vested, carries interest from the death of the testator, even though the enjoyment of the principal is expressly postponed. See 2 ROPER, LEGACIES, 4 ed., 1250. A contingent specific legacy, however, does not bear interest until the happening of the contingency. See 2 WILLIAMS, EXECUTORS, 10 ed., 1170. An exception to this rule as to contingent specific legacies and general legacies arises on bequests from a parent to an infant child, in which cases the courts usually allow the child interest in the interim by way of maintenance. The basis of this exception is commonly said to be a rule of presumed intention of the testator — the court "will not presume the father . . . so unnatural as to leave a child destitute" meanwhile. *Incledon* v. *Northcote*, 3 Atk. 430, 438. In accordance with this view of presumed intention no gift of income will be implied where